

JS 44 (Rev. 12/07)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**  
DISH NETWORK L.L.C., ECHOSTAR TECHNOLOGIES L.L.C., AND  
NAGRASTAR LLC

**(b)** County of Residence of First Listed Plaintiff ARAPAHOE, CO  
(EXCEPT IN U.S. PLAINTIFF CASES)

**(c)** Attorney's (Firm Name, Address, and Telephone Number)  
Karie N. Wilson; Alverson Taylor Mortensen & Sanders; 7401 W.  
Charleston Blvd., Las Vegas, Nevada 89117; Tel: (702) 384-7000

**DEFENDANTS**  
JAMES ASHWORTH

County of Residence of First Listed Defendant CLARK, NV  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.

Attorneys (If Known)

Unknown

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input checked="" type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

**V. ORIGIN** (Place an "X" in One Box Only)

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
17 U.S.C. 1201; 47 U.S.C. 605; 18 U.S.C. 2511, 2520

Brief description of cause:

Defendant is engaged in satellite television piracy.

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION DEMAND \$  
UNDER F.R.C.P. 23 110,000.00

CHECK YES only if demanded in complaint:  
JURY DEMAND: ☐ Yes ☒ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

03/09/2012

SIGNATURE OF ATTORNEY OF RECORD

*Karie N. Wilson*

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RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

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11 Attorneys for Plaintiffs

12 **UNITED STATES DISTRICT COURT**  
13 **DISTRICT OF NEVADA**

14 DISH NETWORK L.L.C., ECHOSTAR

15 TECHNOLOGIES L.L.C., and

NAGRASTAR, L.L.C.,

16 Plaintiffs,

17 v.

18 JAMES ASHWORTH,

19 Defendant.

CASE NO:

20  
21 **PLAINTIFFS' ORIGINAL COMPLAINT**

22 Plaintiffs DISH Network L.L.C., EchoStar Technologies L.L.C., and NagraStar LLC file  
23 this complaint against the above-named defendant and state as follows:

24 ...

**JURISDICTION AND VENUE**

1. This action alleges violations of the Digital Millennium Copyright Act, 17 U.S.C. § 1201 *et seq.*, the Communications Act of 1934, as amended, 47 U.S.C. § 605 *et seq.*, and the Electronic Communications Privacy Act, 18 U.S.C. § 2511 *et seq.* Subject matter jurisdiction is proper in this Court pursuant to 28 U.S.C. §§ 1331 and 1338.

2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because Defendant is believed to reside in this judicial district, can be found in this judicial district and is subject to *in personam* jurisdiction here, and a substantial part of the events giving rise to this action occurred in this judicial district. Venue is also proper in this Court under 28 U.S.C. § 1400(a) because this case asserts claims relating to the protection of copyrighted works.

3. This Court has personal jurisdiction over Defendant, who is believed to reside in and conduct business within the State of Nevada.

**PARTIES**

4. Plaintiff DISH Network L.L.C. is a Colorado limited liability company with its principal place of business located at 9601 South Meridian Blvd., Englewood, Colorado 80112.

5. Plaintiff EchoStar Technologies L.L.C. is a Texas limited liability company with its principal place of business located at 90 Inverness Circle East, Englewood, Colorado 80112.

6. Plaintiff NagraStar LLC is a Colorado limited liability company with its principal place of business located at 90 Inverness Circle East, Englewood, Colorado 80112.

7. Defendant James Ashworth is an individual believed to be residing or doing business at 3111 S. Valley View Blvd., Las Vegas, Nevada 89102, Clark County.

**NATURE OF THE ACTION**

8. Defendant unlawfully circumvented the DISH Network security system and received copyrighted, subscription-based DISH Network satellite television programming

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1 without authorization and without payment to DISH Network. Defendant accomplished this in  
 2 part by subscribing to a pirate television service operated by www.dark-angel.ca ("Dark Angel").  
 3 DISH Network sued Dark Angel in Canada and seized Dark Angel's business records and  
 4 computer server as part of that lawsuit. Dark Angel's records show that Defendant subscribed to  
 5 Dark Angel's pirate television service, allowing Defendant to illegally decrypt DISH Network's  
 6 satellite signal and view copyrighted satellite television programming without authorization from  
 7 DISH Network. Defendant's acts violate the Digital Millennium Copyright Act,  
 8 Communications Act of 1934, and Electronic Communications Privacy Act.

### 9 DISH NETWORK SATELLITE TELEVISION PROGRAMMING

10 9. DISH Network is a multi-channel video provider that delivers video, audio, and  
 11 data services via a direct broadcast satellite system to approximately 14 million subscribers.

12 10. DISH Network uses high-powered satellites to broadcast, among other things,  
 13 movies, sports and general entertainment services to consumers who have been authorized to  
 14 receive such services after payment of a subscription fee, or in the case of a pay-per-view movie  
 15 or event the purchase price.

16 11. DISH Network contracts for and purchases the distribution rights for most of the  
 17 programming broadcast on the DISH Network platform from providers such as network  
 18 affiliates, pay and specialty broadcasters, cable networks, motion picture distributors, sports  
 19 leagues, and other holders of programming rights.

20 12. The works broadcast on the DISH Network platform are copyrighted. DISH  
 21 Network has the authority of the copyright holders to protect these works from unauthorized  
 22 reception and viewing.

23 13. DISH Network programming is digitized, compressed, and scrambled prior to  
 24 being transmitted to multiple satellites located in geo-synchronous orbit above Earth. The

1 satellites, which have relatively fixed footprints, then relay the encrypted signal back down to  
2 Earth where it can be received by DISH Network subscribers that have the necessary equipment.

3 14. A DISH Network satellite television system consists of a compatible dish antenna,  
4 receiver, smart card which in some instances is internalized in the receiver, television, and  
5 cabling to connect the various components. EchoStar Technologies designs and distributes  
6 receivers, dish antenna, and other equipment for the DISH Network satellite television system.

7 15. NagraStar provides smart cards and other technology to DISH Network that are  
8 part of a proprietary conditional access system known as Digital Nagra Advanced Security  
9 Process. DISH Network, in turn, provides the smart cards to its authorized subscribers.

10 16. The NagraStar conditional access system performs two interrelated functions:  
11 first, subscriber rights management, which allows DISH Network to "turn on" and "turn off"  
12 programming a customer ordered, cancelled, or changed; and second, protection of control words  
13 that are meant to descramble the DISH Network satellite signal, which prevents unauthorized  
14 reception and viewing of DISH Network programming.

15 17. An integral part of NagraStar's conditional access system is a smart card that  
16 contains a secure embedded microprocessor which functions as a security computer. To put the  
17 smart card in context, the EchoStar Technologies receiver processes an incoming DISH Network  
18 satellite signal by locating an encrypted part of the transmission known as the entitlement control  
19 message and forwards that message to the smart card. Provided that the subscriber is tuned to a  
20 channel he is authorized to watch, the smart card uses its decryption keys to unlock the message,  
21 uncovering a control word. The control word is then transmitted back to the receiver in order to  
22 decrypt the DISH Network satellite signal.

23 18. Together, the EchoStar Technologies receiver and NagraStar smart card convert  
24 DISH Network's encrypted satellite signal into viewable programming that can be displayed on

1 the attached television of a DISH Network subscriber. Each receiver and smart card is assigned a  
2 unique serial number which is used by DISH Network when activating the equipment, and to  
3 ensure the equipment only decrypts programming that the customer is authorized to receive as  
4 part of his subscription package and pay-per-view purchases.

5 **PIRACY OF DISH NETWORK PROGRAMMING**

6 19. Various devices and services have appeared on the black market over the years  
7 for the purpose of illegally decrypting or “pirating” DISH Network programming. The black  
8 market in piracy devices and services represents a multimillion-dollar industry in the United  
9 States.

10 20. One form of satellite piracy is known as “control word sharing,” also called  
11 “internet key sharing” or more simply “IKS.” IKS involves the use of an unauthorized receiver,  
12 piracy software, and an internet connection. Piracy software is loaded onto the receiver and the  
13 end-user connects the receiver to the internet via a built-in ethernet port or dongle. The internet  
14 connection serves two piracy-related purposes: first, it automatically updates piracy software on  
15 the receiver when the user responds “yes” to an on-screen menu prompt; and second, the internet  
16 connection contacts a computer server which in turn provides the necessary codes or control  
17 words needed to decrypt or descramble the encrypted DISH Network television programming.

18 21. The pirate computer server, called an “IKS server,” is typically assembled by  
19 combining several EchoStar satellite receivers with embedded NagraStar smart cards and  
20 connecting those receivers to a computer server. The person operating the server will typically  
21 activate a single paid DISH Network subscription for each of the EchoStar satellite receivers  
22 and, utilizing pirate software and technology, will monitor the receivers and extract the secret  
23 descrambling codes or “control words” from these paid accounts. The pirate computer server  
24 will then send these codes out over the internet to end-users whose computers and receivers are

1 programmed to receive the descrambling control words and will utilize those control words to  
2 descramble DISH Network programming without a separate, authorized subscription or payment  
3 of a subscription fee to DISH Network.

4 22. Dark Angel was a pirate IKS television service that provided end-users computer  
5 software and decryption codes needed to descramble DISH Network television programming  
6 without authority and without payment of a subscription fee to DISH Network.

7 **DEFENDANT'S WRONGFUL CONDUCT**

8 23. In a separate lawsuit, DISH Network seized Dark Angel's business records and  
9 Dark Angel's IKS server that provided the descrambling control words to pirate end users for use  
10 in descrambling DISH Network's satellite signal.

11 24. Dark Angel's business records show that Defendant purchased a subscription to  
12 Dark Angel's pirate IKS television service on or about June 1, 2010.

13 25. Defendant utilized the Dark Angel's pirate IKS television service and server to  
14 obtain DISH Network's descrambling control words to illegally receive and descramble DISH  
15 Network copyrighted television programming.

16 26. To access the IKS server, Defendant used a pirate satellite receiver loaded with  
17 piracy software, which is a software device designed to circumvent the technological measures  
18 used to protect access to copyright television programming. Each time Defendant tuned his  
19 pirate satellite receiver to a scrambled DISH Network television channel, the pirate satellite  
20 receiver would access the Dark Angel pirate IKS television service and server to request the  
21 descrambling control word for that particular channel, the Dark Angel server would return the  
22 control word, and Defendant would descramble the encrypted signal and view the television  
23 programming without authorization.

24 . . .

27. Defendant's intentional interception of DISH Network's satellite transmissions of television programming and descrambling control words causes actual and imminent irreparable harm to Plaintiffs for which there is no adequate remedy at law. Through IKS piracy, Defendant has unlimited access to DISH Network programming, including premium and pay-per-view channels, resulting in an unlimited and unknown amount of revenues being diverted from Plaintiffs. In addition to lost revenue, Defendant's actions cause harm to Plaintiffs in the form of increased anti-piracy costs as well as loss of reputation and goodwill.

### **CLAIMS FOR RELIEF**

#### **COUNT 1**

#### **Circumventing an Access Control Measure in Violation of the Digital Millennium**

#### **Copyright Act, 17 U.S.C. § 1201(a)(1)**

28. Plaintiffs repeat and reallege the allegations in the proceeding paragraphs as if set forth fully herein.

29. Defendant circumvented the DISH Network security system in violation of 17 U.S.C. § 1201(a)(1) by the acts set forth above, including obtaining DISH Network's control words from the IKS server and using the control words to view DISH Network's satellite transmissions of television programming.

30. The DISH Network security system is a technological measure that effectively controls access to, copying, and distribution of copyrighted works. Defendant's actions that constitute violations of 17 U.S.C. § 1201(a)(1) were performed without permission, consent, or authorization of DISH Network or any owner of copyrighted programming broadcast on the DISH Network platform.

31. Defendant violated 17 U.S.C. § 1201(a)(1) willfully and for purposes of commercial advantage or private financial gain.

32. Defendant knew or should have known his actions were illegal and prohibited. Such violations have and will continue to cause damage to DISH Network in an amount to be proven at trial. Unless restrained and enjoined by the Court, Defendant will continue to violate 17 U.S.C. § 1201(a)(1).

## COUNT II

### **Receiving Satellite Signals Without Authorization in Violation of the Communications Act, 47 U.S.C. § 605(a)**

33. Plaintiffs repeat and reallege the allegations in the proceeding paragraphs as if set forth fully herein.

34. Defendant engaged in the unauthorized reception of DISH Network's satellite transmissions of television programming as described above, including by receiving descrambling control words from the pirate IKS server, in violation of 47 U.S.C. § 605(a).

35. Defendant violated 47 U.S.C. § 605(a) willfully and for purposes of commercial advantage or private financial gain.

36. Defendant knew or should have known his actions were illegal and prohibited. Such violations have and will continue to cause damage to DISH Network in an amount to be proven at trial. Unless restrained and enjoined by the Court, Defendant will continue to violate 47 U.S.C. § 605(a).

## COUNT III

### **Intercepting Satellite Signals in Violation of the Electronic Communications Privacy Act, 18 U.S.C. §§ 2511(1)(a) and 2520**

37. Plaintiffs repeat and reallege the allegations in the proceeding paragraphs as if set forth fully herein.

...

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38. Defendant's actions described above, including the interception of DISH Network's satellite transmissions of television programming upon receiving descrambling control words from the pirate IKS server, violate 18 U.S.C. § 2511(1)(a) and § 2520.

39. Defendant violated 18 U.S.C. §§ 2511(1)(a) and 2520 for tortious and illegal purposes, or for commercial advantage or private financial gain.

40. Defendant's interception was intentional, and therefore illegal and prohibited. Such violations have and will continue to cause damage to DISH Network in an amount to be proven at trial. Unless restrained and enjoined by the Court, Defendant will continue to violate 18 U.S.C. §§ 2511(1)(a), 2520.

#### **PRAYER FOR RELIEF**

WHEREFORE, DISH Network L.L.C., EchoStar Technologies L.L.C., and NagraStar LLC seek judgment against Defendant as follows:

A. For a grant of permanent injunctive relief restraining and enjoining Defendant, and his employees, agents, representatives, attorneys, and all persons acting or claiming to act on his behalf or under his direction or authority, and all persons acting in concert or in participation with him, from circumventing the DISH Network security system or receiving without authorization DISH Network's satellite transmissions of television programming;

B. For an order impounding all unauthorized receivers, dongles, software, and other devices, components, or parts thereof in the custody or control of Defendant that the Court has reasonable cause to believe were involved in a violation of the Digital Millennium Copyright Act, 17 U.S.C. § 1201 or the Communications Act, 47 U.S.C. § 605;

C. Award DISH Network the greater of its actual damages together with any profits made by Defendant that are attributable to the violations alleged herein, or statutory damages in

1 the amount of up to \$2,500 for each violation of 17 U.S.C. § 1201(a)(1), pursuant to 17 U.S.C.  
2 §§ 1203(c)(2) and 1203(c)(3)(A);

3 D. Award DISH Network the greater of its actual damages together with any profits  
4 made by Defendant that are attributable to the violations alleged herein, or statutory damages in  
5 the amount of up to \$10,000 for each violation of 47 U.S.C. § 605(a), pursuant to 47 U.S.C. §  
6 605(e)(3)(C)(i). DISH Network seeks to increase that amount up to \$100,000 for each violation,  
7 at the Court's discretion, in accordance with 47 U.S.C. § 605(e)(3)(C)(ii);

8 E. Award DISH Network the greater of its actual damages together with any profits  
9 made by Defendant that are attributable to the violations alleged herein, or statutory damages in  
10 the amount of \$100 per day for each violation of 18 U.S.C. §§ 2511(1)(a) or \$10,000, pursuant to  
11 18 U.S.C. § 2520(c)(2);

12 F. Award DISH Network punitive damages pursuant to 18 U.S.C. § 2520(b)(2);

13 G. For an award of DISH Network's costs, reasonable attorneys' fees, and  
14 investigative expenses pursuant to 17 U.S.C. § 1203(b)(4)-(5), 47 U.S.C. § 605(e)(3)(B)(iii), and  
15 18 U.S.C. § 2520(b)(3);

16 H. For pre- and post-judgment interest on all damages, from the earliest date  
17 permitted by law at the maximum rate permitted by law; and

18 ...

19 ...

20 ...

21 ...

22 ...

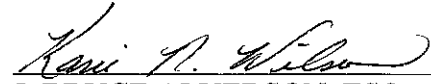
23 ...

24 ...

I. For such additional relief as the Court deems just and equitable.

Dated this 9th day of March, 2012.

ALVERSON, TAYLOR  
MORTENSEN & SANDERS



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Nevada Bar No. 1339

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